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*Attorneys for Defendant CoreCivic*

**UNITED STATES DISTRICT COURT  
DISTRICT OF ARIZONA**

Anayeli Pimentel Solar, as the widow of  
Benjamin Gonzalez-Soto, deceased, for  
herself and for and on the behalf of all  
other surviving statutory wrongful death  
beneficiaries of Benjamin Gonzalez-  
Soto, including JMGP, Maria Elena Soto  
Villalpando, and Gilberto Gonzalez  
Reyes,

Plaintiff,

v.

United States of America; CoreCivic,  
Inc., a Maryland corporation; STG  
International, Inc., a Virginia  
corporation; and Does 1-10, healthcare  
providers,

Defendants.

NO. 2:24-cv-01517-SMM-JZB

**DEFENDANT CORECIVIC'S  
ANSWER TO PLAINTIFF'S FIRST  
AMENDED COMPLAINT (DKT.  
007)**

Defendant CoreCivic, Inc. ("CoreCivic") submits its Answer to Plaintiff's First Amended Complaint. (Dkt. 7.) CoreCivic denies each allegation of Plaintiff's First Amended Complaint not specifically admitted or otherwise pled to. CoreCivic reserves its right to supplement and/or amend its Answer once additional information is obtained in discovery.

**INTRODUCTION**

1. In answering Paragraph 1 of Plaintiff's First Amended Complaint, this Paragraph is a narrative introductory paragraph, which contains advocacy argument

1 interspersed with legal conclusions, to which no response is required. Moreover, the  
2 allegations in this Paragraph are directed to Defendants other than CoreCivic and arise from  
3 the decedent's detention at facilities that are not owned or operated by CoreCivic, and  
4 therefore no response is required. To the extent these allegations are directed at CoreCivic,  
5 CoreCivic admits only that the decedent died on July 8, 2022, and denies all other  
6 allegations. CoreCivic specifically denies that it breached any duty of care to the decedent,  
7 that it violated any regulations, contracts, standards, policies, or rules, or that it negligently  
8 caused or contributed to decedent's death.

9         2. In answering Paragraph 2 of Plaintiff's First Amended Complaint, CoreCivic  
10 is without sufficient information to form a belief as to the truth of the allegations asserted  
11 in this Paragraph and therefore denies it.

12         3. In answering Paragraph 3 of Plaintiff's First Amended Complaint, the  
13 allegations in this Paragraph are directed to Defendants other than CoreCivic and arise from  
14 the decedent's detention at facilities that are not owned or operated by CoreCivic, and  
15 therefore no response is required. To the extent these allegations are directed at CoreCivic,  
16 CoreCivic admits only that the decedent died on July 8, 2022, and denies all other  
17 allegations. CoreCivic specifically denies that it breached any duty of care to the decedent,  
18 that it violated any regulations, contracts, standards, policies, or rules, or that it negligently  
19 caused or contributed to decedent's death.

20         4. In answering Paragraph 4 of Plaintiff's First Amended Complaint, the  
21 allegations in this Paragraph are directed to Defendants other than CoreCivic and arise from  
22 the decedent's detention at facilities that are not owned or operated by CoreCivic, and  
23 therefore no response is required. To the extent this Paragraph contains allegations against  
24 CoreCivic, CoreCivic denies them. CoreCivic specifically denies that it breached any duty  
25 of care to the decedent, that it violated any regulations, contracts, standards, policies, or  
26 rules, or that it negligently caused or contributed to decedent's death.

27         5. In answering Paragraph 5 of Plaintiff's First Amended Complaint, the  
28 allegations in this Paragraph are directed to Defendants other than CoreCivic and arise from

1 the decedent's detention at facilities that are not owned or operated by CoreCivic, and  
2 therefore no response is required. To the extent this Paragraph contains allegations against  
3 CoreCivic, CoreCivic denies them. CoreCivic specifically denies that it breached any duty  
4 of care to the decedent, that it violated any regulations, contracts, standards, policies, or  
5 rules, or that it negligently caused or contributed to decedent's death.

6 6. In answering Paragraph 6 of Plaintiff's First Amended Complaint, the  
7 allegations in this Paragraph are directed to Defendants other than CoreCivic and arise from  
8 the decedent's detention at facilities that are not owned or operated by CoreCivic, and  
9 therefore no response is required. To the extent this Paragraph contains allegations against  
10 CoreCivic, CoreCivic denies them. CoreCivic specifically denies that it breached any duty  
11 of care to the decedent, that it violated any regulations, contracts, standards, policies, or  
12 rules, or that it negligently caused or contributed to decedent's death.

13 7. In answering Paragraph 7 of Plaintiff's First Amended Complaint, the  
14 allegations in this Paragraph are directed to Defendants other than CoreCivic and arise from  
15 the decedent's detention at facilities that are not owned or operated by CoreCivic, and  
16 therefore no response is required. To the extent these allegations are directed at CoreCivic,  
17 CoreCivic admits only that the decedent died on July 8, 2022, and denies all other  
18 allegations. CoreCivic specifically denies that it breached any duty of care to the decedent,  
19 that it violated any regulations, contracts, standards, policies, or rules, or that it negligently  
20 caused or contributed to decedent's death.

21 8. In answering Paragraph 8 of Plaintiff's First Amended Complaint, CoreCivic  
22 admits only that Anayeli Pimentel Solar is the Plaintiff in this lawsuit. All remaining  
23 allegations regarding other surviving statutory wrongful death beneficiaries and/or  
24 Plaintiff's ability to bring these claims on their behalf, are legal conclusions to which no  
25 response is required. To the extent a response is required, CoreCivic is without sufficient  
26 information to form a belief as to the truth of the remaining allegations asserted in this  
27 Paragraph and therefore denies it.

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**JURISDICTION AND VENUE**

9. In answering Paragraph 9 of Plaintiff's First Amended Complaint, the allegations in this Paragraph are directed to Defendants other than CoreCivic and therefore no response is required. To the extent a response is required, CoreCivic is without sufficient information to form a belief as to the truth of the allegations asserted in this Paragraph and therefore denies it.

10. In answering Paragraph 10 of Plaintiff's First Amended Complaint, the allegations in this Paragraph are directed to Defendants other than CoreCivic and therefore no response is required. To the extent this Paragraph contains allegations against CoreCivic, the allegations are legal conclusions to which no response is required, and none is provided.

11. In answering Paragraph 11 of Plaintiff's First Amended Complaint, the allegations in this Paragraph are directed to Defendants other than CoreCivic and therefore no response is required. To the extent this Paragraph contains allegations against CoreCivic, the allegations are legal conclusions to which no response is required, and none is provided.

12. In answering Paragraph 12 of Plaintiff's First Amended Complaint, the allegations in this Paragraph are directed to Defendants other than CoreCivic and therefore no response is required. To the extent this Paragraph contains allegations against CoreCivic, the allegations are legal conclusions to which no response is required, and none is provided.

13. In answering Paragraph 13 of Plaintiff's First Amended Complaint, CoreCivic admits that venue is proper in this Court.

**PARTIES**

14. In answering Paragraph 14 of Plaintiff's First Amended Complaint, CoreCivic is without sufficient information to form a belief as to the truth of the allegations asserted in this Paragraph and therefore denies it.

15. In answering Paragraph 15 of Plaintiff's First Amended Complaint,

1 CoreCivic admits only that Anayeli Pimentel Solar is the Plaintiff in this lawsuit. All  
2 remaining allegations regarding other surviving statutory beneficiaries and/or Plaintiff's  
3 ability to bring these claims on their behalf, are legal conclusions to which no response is  
4 required. To the extent a response is required, CoreCivic is without sufficient information  
5 to form a belief as to the truth of the remaining allegations asserted in this Paragraph and  
6 therefore denies it.

7 16. In answering Paragraph 16 of Plaintiff's First Amended Complaint,  
8 CoreCivic is without sufficient information to form a belief as to the truth of the allegations  
9 asserted in this Paragraph and therefore denies it.

10 17. In answering Paragraph 17 of Plaintiff's First Amended Complaint, this  
11 Paragraph contains legal conclusions to which no response is required. To the extent a  
12 response is required, CoreCivic is without sufficient information to form a belief as to the  
13 truth of the allegations asserted in this Paragraph and therefore denies it.

14 18. In answering Paragraph 18 of Plaintiff's First Amended Complaint,  
15 CoreCivic is without sufficient information to form a belief as to the truth of the allegations  
16 asserted in this Paragraph and therefore denies it.

17 19. In answering Paragraph 19 of Plaintiff's First Amended Complaint, this  
18 Paragraph contains legal conclusions to which no response is required. To the extent a  
19 response is required, CoreCivic is without sufficient information to form a belief as to the  
20 truth of the allegations asserted in this Paragraph and therefore denies it.

21 20. In answering Paragraph 20 of Plaintiff's First Amended Complaint,  
22 CoreCivic is without sufficient information to form a belief as to the truth of the allegations  
23 asserted in this Paragraph and therefore denies it.

24 21. In answering Paragraph 21 of Plaintiff's First Amended Complaint, this  
25 Paragraph contains legal conclusions to which no response is required. To the extent a  
26 response is required, CoreCivic is without sufficient information to form a belief as to the  
27 truth of the allegations asserted in this Paragraph and therefore denies it.

28 22. In answering Paragraph 22 of Plaintiff's First Amended Complaint, the

1 allegations in this Paragraph are directed to Defendants other than CoreCivic and therefore  
2 no response is required. To the extent a response is required, CoreCivic is without sufficient  
3 information to form a belief as to the truth of the allegations asserted in this Paragraph and  
4 therefore denies it.

5 23. In answering Paragraph 23 of Plaintiff's First Amended Complaint,  
6 CoreCivic admits that it is a Maryland corporation with a principal place of business in  
7 Brentwood, Tennessee.

8 24. In answering Paragraph 24 of Plaintiff's First Amended Complaint,  
9 CoreCivic admits only that as part of its business operations, it owns and operates detention  
10 and correctional facilities in Arizona pursuant to contractual agreements between CoreCivic  
11 and its state and federal government partners.

12 25. In answering Paragraph 25 of Plaintiff's First Amended Complaint,  
13 CoreCivic admits only that as part of its business operations, it contracts with local, state,  
14 and federal government partners to provide detention and correctional services at CoreCivic  
15 facilities across the United States. CoreCivic denies the allegation that it contracted with  
16 the United States Immigration and Customs Enforcement ("ICE") to operate and manage  
17 the Central Arizona Florence Correctional Complex ("CAFCC") in Florence, Arizona.  
18 CoreCivic affirmatively alleges that it contracted with the United States Marshals Service  
19 ("USMS") to operate CAFCC, and that ICE was an authorized user under that contract.

20 26. In answering Paragraph 26 of Plaintiff's First Amended Complaint,  
21 CoreCivic admits that it owned and operated CAFCC in Florence, Arizona, and that it  
22 housed ICE detainees there during the relevant timeframe. CoreCivic denies the allegation  
23 that it did so pursuant to an Intergovernmental Service Agreement between CoreCivic and  
24 ICE and denies the existence of any Intergovernmental Service Agreement. CoreCivic  
25 affirmatively alleges that it contracted with the USMS to operate CAFCC, and that ICE was  
26 an authorized user under that contract, which permitted it to house ICE detainees at CAFCC.  
27 CoreCivic admits that it was responsible for security operations at CAFCC, which is a  
28 secure detention facility, and that it provided medical services to ICE detainees there.

1 CoreCivic also admits that it complies with certain applicable ICE Performance Based  
2 National Detention Standards (2011, as amended in 2016) (“PBNDs”) in managing the ICE  
3 population at CAFCC. All other allegations that are not expressly admitted are denied.  
4 CoreCivic specifically denies that it breached any duty of care to the decedent, that it  
5 violated any regulations, contracts, standards, policies, or rules, or that it negligently caused  
6 or contributed to decedent’s death.

7 27. In answering Paragraph 27 of Plaintiff’s First Amended Complaint,  
8 CoreCivic cannot adequately admit or deny this Paragraph as worded given its vagueness  
9 and overbreadth. CoreCivic affirmatively alleges that it was responsible for supervising its  
10 employees at CAFCC in the normal course and scope of their job duties, and for reasonably  
11 ensuring that CAFCC’s operations complied with any relevant contractual agreements,  
12 laws, regulations, and/or policies (including PBNDs). All other allegations that are not  
13 expressly admitted are denied.

14 28. In answering Paragraph 28 of Plaintiff’s First Amended Complaint,  
15 CoreCivic admits only that the decedent arrived at CAFCC on July 7, 2022, and that he died  
16 on July 8, 2022. CoreCivic affirmatively alleges that while it had physical custody of the  
17 decedent during his brief detention at CAFCC and had a duty to reasonably ensure his safety  
18 and security and to provide him with reasonable medical care, he remained in the legal  
19 custody of ICE at all relevant times, which also had a non-delegable duty to do the same.  
20 All other allegations not expressly admitted are denied.

21 29. In answering Paragraph 29 of Plaintiff’s First Amended Complaint, the  
22 allegations in this Paragraph are directed to Defendants other than CoreCivic and therefore  
23 no response is required, and none is provided.

24 30. In answering Paragraph 30 of Plaintiff’s First Amended Complaint, the  
25 allegations in this Paragraph are directed to Defendants other than CoreCivic and therefore  
26 no response is required, and none is provided.

27 31. In answering Paragraph 31 of Plaintiff’s First Amended Complaint, the  
28 allegations in this Paragraph are directed to Defendants other than CoreCivic and therefore

1 no response is required, and none is provided.

2 32. In answering Paragraph 32 of Plaintiff's First Amended Complaint, the  
3 allegations in this Paragraph are directed to Defendants other than CoreCivic and therefore  
4 no response is required, and none is provided.

5 33. In answering Paragraph 33 of Plaintiff's First Amended Complaint, the  
6 allegations in this Paragraph are directed to Defendants other than CoreCivic and therefore  
7 no response is required, and none is provided.

8 34. In answering Paragraph 34 of Plaintiff's First Amended Complaint, the  
9 allegations in this Paragraph are directed to Defendants other than CoreCivic and therefore  
10 no response is required, and none is provided.

11 35. In answering Paragraph 35 of Plaintiff's First Amended Complaint, the  
12 allegations in this Paragraph are directed at unidentified Doe Defendants, all of whom are  
13 alleged to have been contractors of CoreCivic and/or the United States, and therefore no  
14 response is required. To the extent a response is required, CoreCivic denies it.

15 36. In answering Paragraph 36 of Plaintiff's First Amended Complaint, the  
16 allegations in this Paragraph are directed at unidentified Doe Defendants, all of whom are  
17 alleged to have been contractors of CoreCivic and/or the United States, and therefore no  
18 response is required. To the extent a response is required, CoreCivic denies it.

19 37. In answering Paragraph 37 of Plaintiff's First Amended Complaint, the  
20 allegations in this Paragraph are directed to Defendants other than CoreCivic and therefore  
21 no response is required, and none is provided.

22 38. In answering Paragraph 38 of Plaintiff's First Amended Complaint, the  
23 allegations in this Paragraph are directed to Defendants other than CoreCivic and therefore  
24 no response is required, and none is provided.

25 39. In answering Paragraph 39 of Plaintiff's First Amended Complaint, the  
26 allegations in this Paragraph are directed to Defendants other than CoreCivic and therefore  
27 no response is required, and none is provided.

28 40. In answering Paragraph 40 of Plaintiff's First Amended Complaint, the



1 allegations in this Paragraph are directed to Defendants other than CoreCivic and arise from  
2 the decedent's detention at facilities that are not owned or operated by CoreCivic, and  
3 therefore no response is required. This Paragraph also contains improper legal conclusions  
4 to which no response is required. To the extent this Paragraph contains allegations against  
5 CoreCivic, CoreCivic denies the allegations and specifically denies that it breached any  
6 duty of care to decedent, that it violated any regulations, contracts, standards, policies, or  
7 rules, or that it negligently caused or contributed to the decedent's death.

### 8 **GENERAL ALLEGATIONS**

9 41. In answering Paragraph 41 of Plaintiff's First Amended Complaint, the  
10 allegations in this Paragraph are directed to Defendants other than CoreCivic and arise from  
11 the decedent's detention at facilities that are not owned or operated by CoreCivic, and  
12 therefore no response is required, and none is provided.

13 42. In answering Paragraph 42 of Plaintiff's First Amended Complaint, the  
14 allegations in this Paragraph are directed to Defendants other than CoreCivic, including  
15 unidentified Doe Defendants, all of whom are alleged to have been contractors of CoreCivic  
16 and/or the United States, and therefore no response is required. To the extent a response is  
17 required, CoreCivic admits only that decedent died on July 8, 2022 at CAFCC. All other  
18 allegations that are not expressly admitted are denied.

19 43. In answering Paragraph 43 of Plaintiff's First Amended Complaint, the  
20 allegations in this Paragraph are directed to Defendants other than CoreCivic and arise from  
21 the decedent's detention at facilities that are not owned or operated by CoreCivic, and  
22 therefore no response is required. To the extent this Paragraph contains allegations against  
23 CoreCivic, CoreCivic denies it. CoreCivic specifically denies that it breached any duty of  
24 care to the decedent, that it violated any regulations, contracts, standards, policies, or rules,  
25 or that it negligently caused or contributed to decedent's death.

26 44. In answering Paragraph 44 of Plaintiff's First Amended Complaint, the  
27 allegations in this Paragraph are directed to Defendants other than CoreCivic and arise from  
28 the decedent's detention at facilities that are not owned or operated by CoreCivic, and

1 therefore no response is required. To the extent this Paragraph contains allegations against  
2 CoreCivic, CoreCivic denies it. CoreCivic specifically denies that it breached any duty of  
3 care to the decedent, that it violated any regulations, contracts, standards, policies, or rules,  
4 or that it negligently caused or contributed to decedent's death.

5 45. In answering Paragraph 45 of Plaintiff's First Amended Complaint, the  
6 allegations in this Paragraph are directed to Defendants other than CoreCivic and arise from  
7 the decedent's detention at facilities that are not owned or operated by CoreCivic, and  
8 therefore no response is required. To the extent this Paragraph contains allegations against  
9 CoreCivic, CoreCivic denies it. CoreCivic specifically denies that it breached any duty of  
10 care to the decedent, that it violated any regulations, contracts, standards, policies, or rules,  
11 or that it negligently caused or contributed to decedent's death.

12 **A. Defendants Failed to Care for Benjamin at FSF and FSPC.**

13 46. In answering Paragraph 46 of Plaintiff's First Amended Complaint, the  
14 allegations in this Paragraph are directed to Defendants other than CoreCivic and arise from  
15 the decedent's detention at facilities that are not owned or operated by CoreCivic, and  
16 therefore no response is required, and none is provided.

17 47. In answering Paragraph 47 of Plaintiff's First Amended Complaint, the  
18 allegations in this Paragraph are directed to Defendants other than CoreCivic and arise from  
19 the decedent's detention at facilities that are not owned or operated by CoreCivic, and  
20 therefore no response is required, and none is provided.

21 48. In answering Paragraph 48 of Plaintiff's First Amended Complaint, the  
22 allegations in this Paragraph are directed to Defendants other than CoreCivic and arise from  
23 the decedent's detention at facilities that are not owned or operated by CoreCivic, and  
24 therefore no response is required, and none is provided.

25 49. In answering Paragraph 49 of Plaintiff's First Amended Complaint, the  
26 allegations in this Paragraph are directed to Defendants other than CoreCivic and arise from  
27 the decedent's detention at facilities that are not owned or operated by CoreCivic, and  
28 therefore no response is required, and none is provided.

1           50. In answering Paragraph 50 of Plaintiff's First Amended Complaint, the  
2 allegations in this Paragraph are directed to Defendants other than CoreCivic and arise from  
3 the decedent's detention at facilities that are not owned or operated by CoreCivic, and  
4 therefore no response is required, and none is provided.

5           51. In answering Paragraph 51 of Plaintiff's First Amended Complaint, the  
6 allegations in this Paragraph are directed to Defendants other than CoreCivic and arise from  
7 the decedent's detention at facilities that are not owned or operated by CoreCivic, and  
8 therefore no response is required, and none is provided.

9           52. In answering Paragraph 52 of Plaintiff's First Amended Complaint, the  
10 allegations in this Paragraph are directed to Defendants other than CoreCivic and arise from  
11 the decedent's detention at facilities that are not owned or operated by CoreCivic, and  
12 therefore no response is required, and none is provided.

13           53. In answering Paragraph 53 of Plaintiff's First Amended Complaint, the  
14 allegations in this Paragraph are directed to Defendants other than CoreCivic and arise from  
15 the decedent's detention at facilities that are not owned or operated by CoreCivic, and  
16 therefore no response is required, and none is provided.

17           54. In answering Paragraph 54 of Plaintiff's First Amended Complaint, the  
18 allegations in this Paragraph are directed to Defendants other than CoreCivic and arise from  
19 the decedent's detention at facilities that are not owned or operated by CoreCivic, and  
20 therefore no response is required, and none is provided.

21           55. In answering Paragraph 55 of Plaintiff's First Amended Complaint, the  
22 allegations in this Paragraph are directed to Defendants other than CoreCivic and arise from  
23 the decedent's detention at facilities that are not owned or operated by CoreCivic, and  
24 therefore no response is required, and none is provided.

25           56. In answering Paragraph 56 of Plaintiff's First Amended Complaint, the  
26 allegations in this Paragraph are directed to Defendants other than CoreCivic and therefore  
27 no response is required, and none is provided.

28           57. In answering Paragraph 57 of Plaintiff's First Amended Complaint, the

1 allegations in this Paragraph are directed to Defendants other than CoreCivic and arise from  
2 the decedent's detention at facilities that are not owned or operated by CoreCivic, and  
3 therefore no response is required, and none is provided.

4 58. In answering Paragraph 58 of Plaintiff's First Amended Complaint, the  
5 allegations in this Paragraph are directed to Defendants other than CoreCivic and arise from  
6 the decedent's detention at facilities that are not owned or operated by CoreCivic, and  
7 therefore no response is required, and none is provided.

8 59. In answering Paragraph 59 of Plaintiff's First Amended Complaint, the  
9 allegations in this Paragraph are directed to Defendants other than CoreCivic and arise from  
10 the decedent's detention at facilities that are not owned or operated by CoreCivic, and  
11 therefore no response is required. To the extent this Paragraph contains allegations against  
12 CoreCivic, CoreCivic admits only that decedent was transferred to CAFCC on July 7, 2022.  
13 CoreCivic affirmatively asserts that it had no involvement in the decision to transfer the  
14 decedent to CAFCC.

15 **B. Defendants Failed to Care for Benjamin at CAFCC**

16 60. In answering Paragraph 60 of Plaintiff's First Amended Complaint,  
17 CoreCivic admits only that the decedent arrived at CAFCC on July 7, 2022. CoreCivic  
18 denies all remaining allegations.

19 61. In answering Paragraph 61 of Plaintiff's First Amended Complaint,  
20 CoreCivic admits that the decedent's CAFCC medical records indicate that during the  
21 intake process at CAFCC, a CoreCivic officer assigned to the Receiving and Discharge Unit  
22 advised CAFCC medical personnel at approximately 7:18 p.m. that the decedent "was  
23 laying on the floor in a fetal position." The medical records state that the decedent was  
24 evaluated by CoreCivic Registered Nurse ("RN") Irey shortly thereafter, at which time the  
25 decedent complained of withdrawal-type symptoms and reported that he was withdrawing  
26 from alcohol and drugs, including fentanyl and/or methamphetamine, and needed  
27 medication. It was noted that the decedent was able to sit and ambulate without difficulty.  
28 Because the decedent's vital signs were within acceptable limits, RN Irey cleared the

1 decedent to be placed back in his holding cell. CoreCivic admits that the decedent's CAFCC  
2 medical records speak for themselves but denies these allegations to the extent the medical  
3 records are taken out of context or do not contain a complete and/or accurate recitation of  
4 all facts.

5 62. In answering Paragraph 62 of Plaintiff's First Amended Complaint,  
6 CoreCivic admits that the decedent's CAFCC medical records indicate that at  
7 approximately 11:30 p.m., RN Irey completed an Initial Intake Screening of the decedent,  
8 at which time he reported that he was withdrawing from drugs and alcohol and needed  
9 medication. He also reported that when going to the bathroom he needs to urinate, but that  
10 he was not going to vomit. As to the remaining allegations, CoreCivic admits that the  
11 decedent's CAFCC medical records speak for themselves but denies these allegations to the  
12 extent the medical records are taken out of context or do not contain a complete and/or  
13 accurate recitation of all facts.

14 63. In answering Paragraph 63 of Plaintiff's First Amended Complaint,  
15 CoreCivic admits that the decedent's CAFCC medical records indicate that at  
16 approximately 12:03 a.m. on July 8, 2022, RN Irey and CoreCivic Nurse Practitioner  
17 Erdman discussed a plan to have the decedent placed in medical observation to monitor his  
18 withdrawal symptoms once an observation room was cleared. Until then, the decedent was  
19 to be monitored in the waiting room of the medical triage area. CoreCivic denies all other  
20 allegations that are not expressly admitted. CoreCivic admits that the decedent's CAFCC  
21 medical records speak for themselves but denies these allegations to the extent the medical  
22 records are taken out of context or do not contain a complete and/or accurate recitation of  
23 all facts.

24 64. In answering Paragraph 64 of Plaintiff's First Amended Complaint,  
25 CoreCivic admits that the decedent's CAFCC medical records indicate that, at some point,  
26 other detainees reported that the decedent was vomiting in the trash can, that RN Irey  
27 inspected the trash can and noted dark brown fluid in the trash can, but that RN Irey did not  
28 witness the decedent vomit. CoreCivic denies all remaining allegations that are not

1 expressly admitted. CoreCivic admits that the decedent's CAFCC medical records speak  
2 for themselves but denies these allegations to the extent the medical records are taken out  
3 of context or do not contain a complete and/or accurate recitation of all facts.

4 65. In answering Paragraph 65 of Plaintiff's First Amended Complaint,  
5 CoreCivic admits that the decedent's CAFCC medical records indicate that at  
6 approximately 1:05 a.m. the decedent exited the restroom in the medical triage area and fell,  
7 which caused a laceration on his forehead above his right eye. The medical records state  
8 that the decedent was initially responsive and moving his extremities, but then became less  
9 responsive. A medical emergency code was called at approximately 1:10 a.m. and 911 was  
10 called at approximately 1:14 a.m. CoreCivic admits that the decedent's CAFCC medical  
11 records speak for themselves but denies these allegations to the extent the medical records  
12 are taken out of context or do not contain a complete and/or accurate recitation of all facts.

13 66. In answering Paragraph 66 of Plaintiff's First Amended Complaint,  
14 CoreCivic admits that the decedent's CAFCC medical records indicate that five doses of  
15 Narcan were administered to the decedent and that CPR was initiated, that the decedent did  
16 not regain consciousness, and that the decedent was transferred to the care of Florence Fire  
17 Department's Emergency Medical Services, at which point the decedent was pronounced  
18 dead. CoreCivic admits that the decedent's CAFCC medical records speak for themselves  
19 but denies these allegations to the extent the medical records are taken out of context or do  
20 not contain a complete and/or accurate recitation of all facts.

21 **C. Defendants Sent Representatives to Benjamin's Autopsy.**

22 67. In answering Paragraph 67 of Plaintiff's First Amended Complaint,  
23 CoreCivic admits that CAFCC Investigator G. Wilson and CAFCC Complex Investigator  
24 D. Garcia were present at the decedent's autopsy. CoreCivic denies any allegation that  
25 CoreCivic sent representatives to the autopsy because it feared liability. The remaining  
26 allegations are directed to a Defendant other than CoreCivic and therefore no response is  
27 required, and none is provided.

28 68. In answering Paragraph 68 of Plaintiff's First Amended Complaint,  
14

1 CoreCivic admits that CAFCC Investigator G. Wilson and CAFCC Complex Investigator  
2 D. Garcia were present at decedent's autopsy. The remaining allegations are directed to a  
3 Defendant other than CoreCivic and therefore no response is required, and none is provided.

4 69. In answering Paragraph 69 of Plaintiff's First Amended Complaint,  
5 CoreCivic admits the allegations.

6 70. In answering Paragraph 70 of Plaintiff's First Amended Complaint, the  
7 autopsy report speaks for itself and indicates that the decedent's cause of death was  
8 spontaneous bacterial peritonitis with "severe coronary artery atherosclerosis" listed as an  
9 "Other Significant Condition[]". All remaining allegations that are not expressly admitted  
10 are denied.

11 71. In answering Paragraph 71 of Plaintiff's First Amended Complaint, the  
12 allegations in this Paragraph are directed to Defendants other than CoreCivic and therefore  
13 no response is required. To the extent this Paragraph contains allegations against  
14 CoreCivic, CoreCivic denies them and specifically denies that it breached any duty of care  
15 to decedent, that it violated any regulations, contracts, standards, policies, or rules, or that  
16 it negligently caused or contributed to decedent's death.

#### 17 **D. ICE's Detainee Death Report<sup>1</sup>**

18 72. In answering Paragraph 72 of Plaintiff's First Amended Complaint,  
19 CoreCivic is without sufficient information to form a belief as to the truth of the allegations  
20 asserted in this Paragraph and therefore denies it.

21 73. In answering Paragraph 73 of Plaintiff's First Amended Complaint,  
22 CoreCivic is without sufficient information to form a belief as to the truth of the allegations  
23 asserted in this Paragraph and therefore denies it.

24 74. In answering Paragraph 74 of Plaintiff's First Amended Complaint,  
25 CoreCivic is without sufficient information to form a belief as to the truth of the allegations  
26

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27 <sup>1</sup> CoreCivic has never been provided with a copy of this report. CoreCivic requested  
28 a copy of the report from Plaintiff but had not been provided with a copy at the time this  
Answer was filed.



1 asserted in this Paragraph and therefore denies it.

2 75. In answering Paragraph 75 of Plaintiff's First Amended Complaint,  
3 CoreCivic is without sufficient information to form a belief as to the truth of the allegations  
4 asserted in this Paragraph, and Subparagraphs (i) through (xi), and therefore denies them.  
5 CoreCivic specifically denies that it breached any duty of care to decedent, that it violated  
6 any regulations, contracts, standards, policies, or rules, or that it negligently caused or  
7 contributed to decedent's death.

8 76. In answering Paragraph 76 of Plaintiff's First Amended Complaint,  
9 CoreCivic is without sufficient information to form a belief as to the truth of the allegations  
10 asserted in this Paragraph and therefore denies it. CoreCivic specifically denies that it  
11 breached any duty of care to decedent, that it violated any regulations, contracts, standards,  
12 policies, or rules, or that it negligently caused or contributed to decedent's death.

#### 13 **E. IHSC's Mortality Review<sup>2</sup>**

14 77. In answering Paragraph 77 of Plaintiff's First Amended Complaint,  
15 CoreCivic is without sufficient information to form a belief as to the truth of the allegations  
16 asserted in this Paragraph and therefore denies it.

17 78. In answering Paragraph 78 of Plaintiff's First Amended Complaint,  
18 CoreCivic is without sufficient information to form a belief as to the truth of the allegations  
19 asserted in this Paragraph and therefore denies it.

20 79. In answering Paragraph 79 of Plaintiff's First Amended Complaint,  
21 CoreCivic is without sufficient information to form a belief as to the truth of the allegations  
22 asserted in this Paragraph and therefore denies it.

23 80. In answering Paragraph 80 of Plaintiff's First Amended Complaint, including  
24 Subparagraphs (i) through (xi), CoreCivic is without sufficient information to form a belief  
25 as to the truth of the allegations asserted in this Paragraph and Subparagraphs and therefore  
26

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27 <sup>2</sup> CoreCivic has never been provided with a copy of this report. CoreCivic requested  
28 a copy of the report from Plaintiff but had not been provided with a copy at the time this Answer was filed.



1 denies it. CoreCivic specifically denies that it breached any duty of care to decedent, that  
2 it violated any regulations, contracts, standards, policies, or rules, or that it negligently  
3 caused or contributed to decedent's death.

4 81. In answering Paragraph 81 of Plaintiff's First Amended Complaint, the  
5 allegations in this Paragraph are directed to Defendants other than CoreCivic and arise from  
6 the decedent's detention at facilities that are not owned or operated by CoreCivic, and  
7 therefore no response is required. To the extent this Paragraph contains allegations against  
8 CoreCivic, CoreCivic denies them. CoreCivic specifically denies that it breached any duty  
9 of care to decedent, that it violated any regulations, contracts, standards, policies, or rules,  
10 or that it negligently caused or contributed to decedent's death.

11 82. In answering Paragraph 82 of Plaintiff's First Amended Complaint, including  
12 Subparagraphs (i) through (vi), the allegations in this Paragraph are directed to Defendants  
13 other than CoreCivic and arise from the decedent's detention at facilities that are not owned  
14 or operated by CoreCivic, and therefore no response is required. To the extent this  
15 Paragraph contains allegations against CoreCivic, CoreCivic is without sufficient  
16 information to form a belief as to the truth of the allegations asserted in this Paragraph and  
17 Subparagraphs and therefore denies them. CoreCivic specifically denies that it breached  
18 any duty of care to decedent, that it violated any regulations, contracts, standards, policies,  
19 or rules, or that it negligently caused or contributed to decedent's death.

20 83. In answering Paragraph 83 of Plaintiff's First Amended Complaint, including  
21 Subparagraphs (A) through (M), the allegations in this Paragraph are directed to Defendants  
22 other than CoreCivic and arise from the decedent's detention at facilities that are not owned  
23 or operated by CoreCivic, and therefore no response is required. To the extent this  
24 Paragraph contains allegations against CoreCivic, CoreCivic is without sufficient  
25 information to form a belief as to the truth of the allegations asserted in this Paragraph and  
26 Subparagraphs and therefore denies them. CoreCivic specifically denies that it breached  
27 any duty of care to decedent, that it violated any regulations, contracts, standards, policies,  
28 or rules, or that it negligently caused or contributed to decedent's death.

**F. Defendants Should have Referred Benjamin to ED for Life-Saving Care.**

84. In answering Paragraph 84 of Plaintiff's First Amended Complaint, the allegations in this Paragraph are directed to Defendants other than CoreCivic and arise from the decedent's detention at facilities that are not owned or operated by CoreCivic, and therefore no response is required. To the extent this Paragraph contains allegations against CoreCivic, CoreCivic denies the allegations.

85. In answering Paragraph 85 of Plaintiff's First Amended Complaint, the allegations in this Paragraph are directed to Defendants other than CoreCivic and therefore no response is required, and none is provided.

86. In answering Paragraph 86 of Plaintiff's First Amended Complaint, the allegations in this Paragraph are directed to Defendants other than CoreCivic and arise from the decedent's detention at facilities that are not owned or operated by CoreCivic, and therefore no response is required, and none is provided.

87. In answering Paragraph 87 of Plaintiff's First Amended Complaint, the allegations in this Paragraph are directed to Defendants other than CoreCivic and arise from the decedent's detention at facilities that are not owned or operated by CoreCivic, and therefore no response is required, and none is provided.

88. In answering Paragraph 88 of Plaintiff's First Amended Complaint, the allegations in this Paragraph are directed to Defendants other than CoreCivic and arise from the decedent's detention at facilities that are not owned or operated by CoreCivic, and therefore no response is required, and none is provided.

89. In answering Paragraph 89 of Plaintiff's First Amended Complaint, to the extent this Paragraph contains allegations based upon IHSC's Mortality Review report, CoreCivic is without sufficient information to form a belief as to the truth of those allegations and therefore denies them. CoreCivic admits that the decedent's CAFCC medical records speak for themselves but denies the remaining allegations to the extent the medical records are taken out of context or do not contain a complete and/or accurate recitation of all facts. As to the allegations directed to Defendants other than CoreCivic, no

1 response is required. CoreCivic specifically denies that it breached any duty of care to the  
2 decedent, that it violated any regulations, contracts, standards, policies, or rules, or that it  
3 negligently caused or contributed to decedent's death.

4 **G. The United States and STG Should Not Have Transferred Benjamin to**  
5 **CAFCC.**

6 90. In answering Paragraph 90 of Plaintiff's First Amended Complaint, the  
7 allegations in this Paragraph are directed to Defendants other than CoreCivic and arise from  
8 the decedent's detention at facilities that are not owned or operated by CoreCivic, and  
9 therefore no response is required, and none is provided.

10 91. In answering Paragraph 91 of Plaintiff's First Amended Complaint, the  
11 allegations in this Paragraph are directed to Defendants other than CoreCivic and arise from  
12 the decedent's detention at facilities that are not owned or operated by CoreCivic, and  
13 therefore no response is required, and none is provided.

14 92. In answering Paragraph 92 of Plaintiff's First Amended Complaint, the  
15 allegations in this Paragraph are directed to Defendants other than CoreCivic and arise from  
16 the decedent's detention at facilities that are not owned or operated by CoreCivic, and  
17 therefore no response is required, and none is provided.

18 93. In answering Paragraph 93 of Plaintiff's First Amended Complaint, the  
19 allegations in this Paragraph are directed to Defendants other than CoreCivic and therefore  
20 no response is required. To the extent this Paragraph contains allegations against CoreCivic,  
21 CoreCivic denies the allegations that CAFCC is a facility with a known history of fatal  
22 health outcomes.

23 94. In answering Paragraph 94 of Plaintiff's First Amended Complaint, the  
24 document referenced in footnote 5 speaks for itself. CoreCivic denies these allegations to  
25 the extent the document referenced contains hearsay, is taken out of context, or does not  
26 contain a complete and/or accurate recitation of all facts. CoreCivic specifically denies that  
27 it breached any duty of care to the decedent, that it violated any regulations, contracts,  
28 standards, policies, or rules, or that it negligently caused or contributed to decedent's death.

1           95. In answering Paragraph 95 of Plaintiff's First Amended Complaint, the  
2 allegations in this Paragraph are directed to Defendants other than CoreCivic and therefore  
3 no response is required. To the extent this Paragraph contains allegations against CoreCivic,  
4 CoreCivic denies that CAFCC has a history of adverse health outcomes, including death.

5           **H. The United States Owed Benjamin a Non-Delegable Duty of Care**

6           96. In answering Paragraph 96 of Plaintiff's First Amended Complaint, the  
7 allegations in this Paragraph are directed to Defendants other than CoreCivic and therefore  
8 no response is required, and none is provided.

9           97. In answering Paragraph 97 of Plaintiff's First Amended Complaint, the  
10 allegations in this Paragraph are directed to Defendants other than CoreCivic and therefore  
11 no response is required, and none is provided.

12           98. In answering Paragraph 98 of Plaintiff's First Amended Complaint, the  
13 allegations in this Paragraph are directed to Defendants other than CoreCivic and arise from  
14 the decedent's detention at facilities that are not owned or operated by CoreCivic, and  
15 therefore no response is required, and none is provided.

16           99. In answering Paragraph 99 of Plaintiff's First Amended Complaint, the  
17 allegations in this Paragraph are directed to Defendants other than CoreCivic and arise from  
18 the decedent's detention at facilities that are not owned or operated by CoreCivic, and  
19 therefore no response is required, and none is provided.

20           100. In answering Paragraph 100 of Plaintiff's First Amended Complaint, the  
21 allegations in this Paragraph are directed to Defendants other than CoreCivic and arise from  
22 the decedent's detention at facilities that are not owned or operated by CoreCivic, and  
23 therefore no response is required, and none is provided.

24           101. In answering Paragraph 101 of Plaintiff's First Amended Complaint, the  
25 allegations in this Paragraph are directed to Defendants other than CoreCivic and arise from  
26 the decedent's detention at facilities that are not owned or operated by CoreCivic, and  
27 therefore no response is required, and none is provided.

28           102. In answering Paragraph 102 of Plaintiff's First Amended Complaint, the  
20

1 allegations in this Paragraph are directed to Defendants other than CoreCivic and arise from  
2 the decedent's detention at facilities that are not owned or operated by CoreCivic, and  
3 therefore no response is required, and none is provided.

4 103. In answering Paragraph 103 of Plaintiff's First Amended Complaint, the  
5 allegations in this Paragraph are directed to Defendants other than CoreCivic, and therefore  
6 no response is required, and none is provided.

7 104. In answering Paragraph 104 of Plaintiff's First Amended Complaint, the  
8 allegations in this Paragraph are directed to Defendants other than CoreCivic and therefore  
9 no response is required, and none is provided.

10 105. In answering Paragraph 105 of Plaintiff's First Amended Complaint, the  
11 allegations in this Paragraph are directed to Defendants other than CoreCivic and therefore  
12 no response is required, and none is provided.

13 106. In answering Paragraph 106 of Plaintiff's First Amended Complaint, the  
14 allegations in this Paragraph are directed to Defendants other than CoreCivic and therefore  
15 no response is required, and none is provided.

16 107. In answering Paragraph 107 of Plaintiff's First Amended Complaint, the  
17 allegations in this Paragraph are directed to Defendants other than CoreCivic and therefore  
18 no response is required, and none is provided.

19 108. In answering Paragraph 108 of Plaintiff's First Amended Complaint, the  
20 allegations in this Paragraph are directed to Defendants other than CoreCivic and therefore  
21 no response is required, and none is provided.

22 109. In answering Paragraph 109 of Plaintiff's First Amended Complaint,  
23 including Subparagraphs (i) through (viii), the allegations in this Paragraph and its  
24 Subparagraphs are directed to Defendants other than CoreCivic and therefore no response  
25 is required. To the extent this Paragraph contains allegations against CoreCivic, CoreCivic  
26 denies it. CoreCivic specifically denies that it breached any duty of care to the decedent,  
27 that it violated any regulations, contracts, standards, policies, or rules, or that it negligently  
28 caused or contributed to decedent's death.

1           110. In answering Paragraph 110 of Plaintiff's First Amended Complaint, the  
2 allegations in this Paragraph are directed to Defendants other than CoreCivic and therefore  
3 no response is required. To the extent this Paragraph contains allegations against  
4 CoreCivic, CoreCivic denies it. CoreCivic specifically denies that it breached any duty of  
5 care to the decedent, that it violated any regulations, contracts, standards, policies, or rules,  
6 or that it negligently caused or contributed to decedent's death.

7           111. In answering Paragraph 111 of Plaintiff's First Amended Complaint, the  
8 allegations in this Paragraph are directed to Defendants other than CoreCivic and therefore  
9 no response is required. To the extent this Paragraph contains allegations against  
10 CoreCivic, CoreCivic denies it. CoreCivic specifically denies that it breached any duty of  
11 care to the decedent, that it violated any regulations, contracts, standards, policies, or rules,  
12 or that it negligently caused or contributed to decedent's death.

13           112. In answering Paragraph 112 of Plaintiff's First Amended Complaint, the  
14 allegations in this Paragraph are directed to Defendants other than CoreCivic and therefore  
15 no response is required. To the extent this Paragraph contains allegations against  
16 CoreCivic, CoreCivic denies it. CoreCivic specifically denies that it breached any duty of  
17 care to the decedent, that it violated any regulations, contracts, standards, policies, or rules,  
18 or that it negligently caused or contributed to decedent's death.

19           113. In answering Paragraph 113 of Plaintiff's First Amended Complaint, the  
20 allegations in this Paragraph are directed to Defendants other than CoreCivic and therefore  
21 no response is required. To the extent this Paragraph contains allegations against  
22 CoreCivic, CoreCivic denies it. CoreCivic specifically denies that it breached any duty of  
23 care to the decedent, that it violated any regulations, contracts, standards, policies, or rules,  
24 or that it negligently caused or contributed to decedent's death.

25           114. In answering Paragraph 114 of Plaintiff's First Amended Complaint, the  
26 allegations in this Paragraph are directed to Defendants other than CoreCivic and therefore  
27 no response is required. To the extent this Paragraph contains allegations against  
28 CoreCivic, CoreCivic denies it. CoreCivic specifically denies that it breached any duty of

1 care to the decedent, that it violated any regulations, contracts, standards, policies, or rules,  
2 or that it negligently caused or contributed to decedent's death.

3 115. In answering Paragraph 115 of Plaintiff's First Amended Complaint, the  
4 allegations in this Paragraph are directed to Defendants other than CoreCivic and therefore  
5 no response is required. To the extent this Paragraph contains allegations against  
6 CoreCivic, CoreCivic denies it. CoreCivic specifically denies that it breached any duty of  
7 care to the decedent, that it violated any regulations, contracts, standards, policies, or rules,  
8 or that it negligently caused or contributed to decedent's death.

9 116. In answering Paragraph 116 of Plaintiff's First Amended Complaint, the  
10 allegations in this Paragraph are directed to Defendants other than CoreCivic and therefore  
11 no response is required. To the extent this Paragraph contains allegations against  
12 CoreCivic, CoreCivic denies it. CoreCivic specifically denies that it breached any duty of  
13 care to the decedent, that it violated any regulations, contracts, standards, policies, or rules,  
14 or that it negligently caused or contributed to decedent's death.

15 **I. STG, CoreCivic, and Does 1-10 Owed Benjamin the Duty of Care**

16 117. In answering Paragraph 117 of Plaintiff's First Amended Complaint, the  
17 allegations in this Paragraph are directed to Defendants other than CoreCivic and therefore  
18 no response is required. To the extent this Paragraph contains allegations against  
19 CoreCivic, the allegations are improper legal standards and/or conclusions to which no  
20 response is required. To the extent a response is required, CoreCivic denies it.

21 118. In answering Paragraph 118 of Plaintiff's First Amended Complaint, the  
22 allegations in this Paragraph are directed to Defendants other than CoreCivic and therefore  
23 no response is required. To the extent this Paragraph contains allegations against  
24 CoreCivic, the allegations are improper legal standards and/or conclusions to which no  
25 response is required. To the extent a response is required, CoreCivic denies it.

26 119. In answering Paragraph 119 of Plaintiff's First Amended Complaint, the  
27 allegations in this Paragraph are directed to Defendants other than CoreCivic and therefore  
28 no response is required. To the extent this Paragraph contains allegations against



1 CoreCivic, the allegations are improper legal conclusions to which no response is required.  
2 To the extent a response is required, CoreCivic admits only that it owed the decedent a duty  
3 of care to provide him with reasonable health services at CAFCC.

4 120. In answering Paragraph 120 of Plaintiff's First Amended Complaint, the  
5 allegations are improper legal standards and/or conclusions to which no response is  
6 required. To the extent a response is required, CoreCivic admits that it had a duty to  
7 reasonably ensure the decedent's safety and security and to provide him with reasonable  
8 medical care. CoreCivic specifically denies that it breached any duty of care to the  
9 decedent, that it violated any regulations, contracts, standards, policies, or rules, or that it  
10 negligently caused or contributed to decedent's death.

11 121. In answering Paragraph 121 of Plaintiff's First Amended Complaint, the  
12 allegations in this Paragraph are directed to Defendants other than CoreCivic and arise from  
13 the decedent's detention at facilities that are not owned or operated by CoreCivic, and  
14 therefore no response is required, and none is provided.

15 122. In answering Paragraph 122 of Plaintiff's First Amended Complaint, the  
16 allegations in this Paragraph are directed to Defendants other than CoreCivic and arise from  
17 the decedent's detention at facilities that are not owned or operated by CoreCivic, and  
18 therefore no response is required, and none is provided.

19 123. In answering Paragraph 123 of Plaintiff's First Amended Complaint, the  
20 allegations in this Paragraph are directed to Defendants other than CoreCivic and arise from  
21 the decedent's detention at facilities that are not owned or operated by CoreCivic, and  
22 therefore no response is required, and none is provided.

23 124. In answering Paragraph 124 of Plaintiff's First Amended Complaint, the  
24 allegations in this Paragraph are directed at unidentified Doe Defendants, all of whom are  
25 alleged to have been contractors of CoreCivic and/or the United States, and therefore no  
26 response is required. To the extent a response is required, CoreCivic denies it.

27 125. In answering Paragraph 125 of Plaintiff's First Amended Complaint, the  
28 allegations in this Paragraph are directed at unidentified Doe Defendants, all of whom are



1 alleged to have been contractors of CoreCivic and/or the United States, and therefore no  
2 response is required. To the extent a response is required, CoreCivic denies it.

3 126. In answering Paragraph 126 of Plaintiff's First Amended Complaint, the  
4 allegations in this Paragraph are directed at unidentified Doe Defendants, all of whom are  
5 alleged to have been contractors of CoreCivic and/or the United States, and therefore no  
6 response is required. To the extent a response is required, CoreCivic denies it.

7 127. In answering Paragraph 127 of Plaintiff's First Amended Complaint,  
8 including Subparagraphs (i) through (iv), the allegations in this Paragraph are directed at  
9 unidentified Doe Defendants, all of whom are alleged to have been contractors of CoreCivic  
10 and/or the United States, and therefore no response is required. To the extent this Paragraph  
11 and Subparagraphs contain allegations against CoreCivic, CoreCivic denies them.  
12 CoreCivic specifically denies that it breached any duty of care to the decedent, that it  
13 violated any regulations, contracts, standards, policies, or rules, or that it negligently caused  
14 or contributed to decedent's death.

15 128. In answering Paragraph 128 of Plaintiff's First Amended Complaint,  
16 including Subparagraphs (i) through (vi), the allegations in this Paragraph are directed to  
17 Defendants other than CoreCivic and arise from the decedent's detention at facilities that  
18 are not owned or operated by CoreCivic, and therefore no response is required, and none is  
19 provided.

20 129. In answering Paragraph 129 of Plaintiff's First Amended Complaint, the  
21 allegations in this Paragraph are directed to Defendants other than CoreCivic and arise from  
22 the decedent's detention at facilities that are not owned or operated by CoreCivic, and  
23 therefore no response is required. To the extent this Paragraph contains allegations against  
24 CoreCivic, CoreCivic denies it.

25 130. In answering Paragraph 130 of Plaintiff's First Amended Complaint, the  
26 allegations in this Paragraph are directed to Defendants other than CoreCivic and arise from  
27 the decedent's detention at facilities that are not owned or operated by CoreCivic, and  
28 therefore no response is required. To the extent this Paragraph contains allegations against

1 CoreCivic, CoreCivic denies it.

2 131. In answering Paragraph 131 of Plaintiff's First Amended Complaint, the  
3 allegations in this Paragraph are directed to Defendants other than CoreCivic and arise from  
4 the decedent's detention at facilities that are not owned or operated by CoreCivic, and  
5 therefore no response is required. To the extent this Paragraph contains allegations against  
6 CoreCivic, CoreCivic denies it.

7 132. In answering Paragraph 132 of Plaintiff's First Amended Complaint, the  
8 allegations in this Paragraph are directed to Defendants other than CoreCivic and arise from  
9 the decedent's detention at facilities that are not owned or operated by CoreCivic, and  
10 therefore no response is required. To the extent this Paragraph contains allegations against  
11 CoreCivic, CoreCivic denies it.

12 133. In answering Paragraph 133 of Plaintiff's First Amended Complaint, the  
13 allegations in this Paragraph are directed to Defendants other than CoreCivic and arise from  
14 the decedent's detention at facilities that are not owned or operated by CoreCivic, and  
15 therefore no response is required. To the extent this Paragraph contains allegations against  
16 CoreCivic, CoreCivic denies it.

17 134. In answering Paragraph 134 of Plaintiff's First Amended Complaint, the  
18 allegations in this Paragraph are directed to Defendants other than CoreCivic and arise from  
19 the decedent's detention at facilities that are not owned or operated by CoreCivic, and  
20 therefore no response is required. To the extent this Paragraph contains allegations against  
21 CoreCivic, CoreCivic denies it.

22 135. In answering Paragraph 135 of Plaintiff's First Amended Complaint, the  
23 allegations in this Paragraph are directed to Defendants other than CoreCivic and arise from  
24 the decedent's detention at facilities that are not owned or operated by CoreCivic, and  
25 therefore no response is required. To the extent this Paragraph contains allegations against  
26 CoreCivic, CoreCivic denies it.

27 ///

28 ///

**COUNT I- NEGLIGENCE/WRONGFUL DEATH**

**(Against the United States pursuant to 28 U.S.C. § 2674, and against CoreCivic, STG, and Does 1-10 pursuant to A.R.S. § 12-611)**

136. Paragraph 136 of Plaintiff's First Amended Complaint is an incorporation paragraph to which no response is required. To the extent a response is required, CoreCivic denies it.

137. In answering Paragraph 137 of Plaintiff's First Amended Complaint, the allegations in this Paragraph are directed to Defendants other than CoreCivic and therefore no response is required, and none is provided.

138. In answering Paragraph 138 of Plaintiff's First Amended Complaint, the allegations in this Paragraph are directed to Defendants other than CoreCivic and therefore no response is required, and none is provided.

139. In answering Paragraph 139 of Plaintiff's First Amended Complaint, the allegations in this Paragraph are directed to Defendants other than CoreCivic and therefore no response is required, and none is provided.

140. In answering Paragraph 140 of Plaintiff's First Amended Complaint, including Subparagraphs (i) through (viii), the allegations in this Paragraph are directed to Defendants other than CoreCivic and therefore no response is required. To the extent this Paragraph contains allegations against CoreCivic, CoreCivic denies it. CoreCivic specifically denies that it breached any duty of care to the decedent, that it violated any regulations, contracts, standards, policies, or rules, or that it negligently caused or contributed to decedent's death.

141. In answering Paragraph 141 of Plaintiff's First Amended Complaint, the allegations in this Paragraph are directed to Defendants other than CoreCivic and therefore no response is required, and none is provided.

142. In answering Paragraph 142 of Plaintiff's First Amended Complaint, the allegations in this Paragraph are directed to Defendants other than CoreCivic and therefore no response is required, and none is provided.

1           143. In answering Paragraph 143 of Plaintiff's First Amended Complaint,  
2 including Subparagraphs (i) through (vi), the allegations in this Paragraph are directed to  
3 Defendants other than CoreCivic and therefore no response is required, and none is  
4 provided.

5           144. In answering Paragraph 144 of Plaintiff's First Amended Complaint, the  
6 allegations in this Paragraph are directed at unidentified Doe Defendants, all of whom are  
7 alleged to have been contractors of CoreCivic and/or the United States, and therefore no  
8 response is required. To the extent a response is required, CoreCivic denies it. To the extent  
9 this Paragraph contains allegations against CoreCivic, CoreCivic affirmatively alleges that  
10 while it had a duty to reasonably ensure the decedent's safety and security and to provide  
11 him with reasonable medical care at CAFCC, the decedent remained in the legal custody of  
12 ICE at all relevant times, which also had a non-delegable duty to do the same. All other  
13 allegations that are not expressly admitted are denied.

14           145. In answering Paragraph 145 of Plaintiff's First Amended Complaint, the  
15 allegations in this Paragraph are directed at unidentified Doe Defendants, all of whom are  
16 alleged to have been contractors of CoreCivic and/or the United States, and therefore no  
17 response is required. To the extent a response is required, CoreCivic denies it. To the extent  
18 this Paragraph contains allegations against CoreCivic, they are improper legal conclusions  
19 to which no response is required. CoreCivic affirmatively alleges that it had a duty to  
20 reasonably ensure the decedent's safety and security and to provide him with reasonable  
21 medical care at CAFCC. All other allegations that are not expressly admitted are denied.  
22 CoreCivic specifically denies that it breached any duty of care to the decedent, that it  
23 violated any regulations, contracts, standards, policies, or rules, or that it negligently caused  
24 or contributed to decedent's death.

25           146. In answering Paragraph 146 of Plaintiff's First Amended Complaint,  
26 including Subparagraphs (i) through (iv), the allegations in this Paragraph and  
27 Subparagraphs are directed at unidentified Doe Defendants, all of whom are alleged to have  
28 been contractors of CoreCivic and/or the United States, and therefore no response is

1 required. To the extent a response is required, CoreCivic denies it. To the extent this  
2 Paragraph contains allegations against CoreCivic, CoreCivic denies it. CoreCivic  
3 specifically denies that it breached any duty of care to the decedent, that it violated any  
4 regulations, contracts, standards, policies, or rules, or that it negligently caused or  
5 contributed to decedent's death.

6 147. In answering Paragraph 147 of Plaintiff's First Amended Complaint, the  
7 allegations in this Paragraph are directed to Defendants other than CoreCivic and arise from  
8 the decedent's detention at facilities that are not owned or operated by CoreCivic, and  
9 therefore no response is required. To the extent this Paragraph contains allegations against  
10 CoreCivic, CoreCivic denies it. CoreCivic specifically denies that it breached any duty of  
11 care to the decedent, that it violated any regulations, contracts, standards, policies, or rules,  
12 or that it negligently caused or contributed to decedent's death.

13 148. In answering Paragraph 148 of Plaintiff's First Amended Complaint, the  
14 allegations in this Paragraph are directed to Defendants other than CoreCivic and arise from  
15 the decedent's detention at facilities that are not owned or operated by CoreCivic, and  
16 therefore no response is required. To the extent this Paragraph contains allegations against  
17 CoreCivic, CoreCivic denies it. CoreCivic specifically denies that it breached any duty of  
18 care to the decedent, that it violated any regulations, contracts, standards, policies, or rules,  
19 or that it negligently caused or contributed to decedent's death.

20 149. In answering Paragraph 149 of Plaintiff's First Amended Complaint, the  
21 allegations in this Paragraph are directed to Defendants other than CoreCivic and arise from  
22 the decedent's detention at facilities that are not owned or operated by CoreCivic, and  
23 therefore no response is required. To the extent this Paragraph contains allegations against  
24 CoreCivic, CoreCivic denies it. CoreCivic specifically denies that it breached any duty of  
25 care to the decedent, that it violated any regulations, contracts, standards, policies, or rules,  
26 or that it negligently caused or contributed to decedent's death.

27 150. In answering Paragraph 150 of Plaintiff's First Amended Complaint, the  
28 allegations in this Paragraph are directed to Defendants other than CoreCivic and arise from

1 the decedent's detention at facilities that are not owned or operated by CoreCivic, and  
2 therefore no response is required. To the extent this Paragraph contains allegations against  
3 CoreCivic, CoreCivic denies it. CoreCivic specifically denies that it breached any duty of  
4 care to the decedent, that it violated any regulations, contracts, standards, policies, or rules,  
5 or that it negligently caused or contributed to decedent's death.

6 151. In answering Paragraph 151 of Plaintiff's First Amended Complaint, the  
7 allegations in this Paragraph are directed to Defendants other than CoreCivic and arise from  
8 the decedent's detention at facilities that are not owned or operated by CoreCivic, and  
9 therefore no response is required. To the extent this Paragraph contains allegations against  
10 CoreCivic, CoreCivic denies it. CoreCivic specifically denies that it breached any duty of  
11 care to the decedent, that it violated any regulations, contracts, standards, policies, or rules,  
12 or that it negligently caused or contributed to decedent's death.

13 152. In answering Paragraph 152 of Plaintiff's First Amended Complaint, the  
14 allegations in this Paragraph are directed to Defendants other than CoreCivic and arise from  
15 the decedent's detention at facilities that are not owned or operated by CoreCivic, and  
16 therefore no response is required. To the extent this Paragraph contains allegations against  
17 CoreCivic, CoreCivic denies it. CoreCivic specifically denies that it breached any duty of  
18 care to the decedent, that it violated any regulations, contracts, standards, policies, or rules,  
19 or that it negligently caused or contributed to decedent's death.

20 153. In answering Paragraph 153 of Plaintiff's First Amended Complaint,  
21 CoreCivic denies the allegations.

22 154. In answering Paragraph 154 of Plaintiff's First Amended Complaint, the  
23 allegations in this Paragraph are directed to Defendants other than CoreCivic and arise from  
24 the decedent's detention at facilities that are not owned or operated by CoreCivic, and  
25 therefore no response is required. To the extent this Paragraph contains allegations against  
26 CoreCivic, CoreCivic denies it. CoreCivic specifically denies that it breached any duty of  
27 care to the decedent, that it violated any regulations, contracts, standards, policies, or rules,  
28 or that it negligently caused or contributed to decedent's death.

1           155. In answering Paragraph 155 of Plaintiff's First Amended Complaint, the  
2 allegations in this Paragraph are directed to Defendants other than CoreCivic and arise from  
3 the decedent's detention at facilities that are not owned or operated by CoreCivic, and  
4 therefore no response is required. To the extent this Paragraph contains allegations against  
5 CoreCivic, CoreCivic denies it. CoreCivic specifically denies that it breached any duty of  
6 care to the decedent, that it violated any regulations, contracts, standards, policies, or rules,  
7 or that it negligently caused or contributed to decedent's death.

#### 8                           **PRAYER FOR RELIEF**

9           In answering Plaintiff's Prayer for Relief, CoreCivic denies that Plaintiffs are  
10 entitled to any relief, whether compensatory, exemplary, and/or punitive. CoreCivic also  
11 denies that Plaintiffs are entitled to expenses, costs, fees, pre- or post-judgment interest, or  
12 any other relief.

#### 13                           **AFFIRMATIVE DEFENSES**

14           1. As a separate defense or in the alternative, CoreCivic alleges that Plaintiff's  
15 First Amended Complaint fails to state a claim upon which relief can be granted.

16           2. As a separate defense or in the alternative, CoreCivic alleges that all or some  
17 of Plaintiff's claims may be barred by the applicable statute of limitations.

18           3. As a separate defense or in the alternative, CoreCivic alleges that Plaintiff  
19 lacks standing to pursue her claims on her own behalf, or on behalf of any other individual  
20 and/or alleged statutory beneficiary.

21           4. As a separate defense or in the alternative, CoreCivic alleges that it is entitled  
22 to all privileges and immunities under Arizona and/or federal law.

23           5. As a separate defense or in the alternative, CoreCivic alleges that as a  
24 government contractor, it is entitled to derivative and qualified immunity, including but not  
25 limited to intergovernmental immunity, derivative sovereign immunity, and preemption.

26           6. As a separate defense or in the alternative, CoreCivic alleges that it was not  
27 negligent and did not breach any duty owed to the decedent.

28           7. As a separate defense or in the alternative, CoreCivic alleges that no

1 CoreCivic employee was negligent or breached any duty owed to the decedent to establish  
2 vicarious liability.

3 8. As a separate defense or in the alternative, CoreCivic alleges that it did not  
4 violate any applicable standard of care.

5 9. As a separate defense or in the alternative, CoreCivic alleges that any actions  
6 or inactions alleged on the part of CoreCivic (and/or its employees) were not the actual  
7 and/or proximate cause of any injuries, losses, and/or damages to the decedent and/or  
8 Plaintiff, thereby barring recovering.

9 10. As a separate defense or in the alternative, CoreCivic alleges that any actions  
10 or inactions alleged on the part of CoreCivic (and/or its employees) were not a substantial  
11 factor in causing the decedent's death.

12 11. As a separate defense or in the alternative, CoreCivic alleges that Plaintiff  
13 suffered no actual injuries and/or damages.

14 12. As a separate defense or in the alternative, CoreCivic alleges that Plaintiff  
15 and/or the decedent failed to mitigate their damages, if any.

16 13. As a separate defense or in the alternative, CoreCivic alleges that Plaintiff's  
17 and/or the decedent's injuries, if any, were proximately caused by an independent or  
18 superseding cause for which they are not liable.

19 14. As a separate defense or in the alternative, CoreCivic alleges that it acted in  
20 good faith and in a reasonable manner given the information and circumstances existing at  
21 the time.

22 15. As a separate defense and in the alternative, CoreCivic alleges that there exists  
23 no conduct in this case motivated by an evil motive or intent, nor did any conduct  
24 oppression, fraud, or malice to the rights of Plaintiff, thereby precluding punitive damages.

25 16. As a separate defense and in the alternative, CoreCivic alleges that the injuries  
26 alleged were caused or contributed to by the voluntary and/or intentional acts of decedent,  
27 thereby reducing or eliminating any damages recoverable by Plaintiff.  
28



1           17. As a separate defense, or in the alternative, CoreCivic alleges that the  
2 decedent was contributorily negligent, thereby barring or significantly reducing recovery.

3           18. As a separate defense, or in the alternative, CoreCivic alleges that the Plaintiff  
4 and/or decedent assumed the risk of injury, thereby barring or significantly reducing  
5 recovery.

6           19. As a separate defense or in the alternative, CoreCivic alleges that Plaintiff's  
7 and/or the decedent's injuries or losses, if any, were the result of the negligent or intentional  
8 act(s) of individuals not employed by CoreCivic, thereby reducing or eliminating any  
9 damages owed by CoreCivic.

10           20. As a separate defense or in the alternative, CoreCivic alleges that Plaintiff has  
11 failed to state a claim against any individual CoreCivic employee, thus precluding any  
12 vicarious liability on behalf of CoreCivic as their employer.

13           21. As a separate defense or in the alternative, CoreCivic alleges that ICE  
14 detainees are not express or implied third-party beneficiaries to detention contracts between  
15 CoreCivic and the USMS, and thus allegations of violations of contractual terms are not a  
16 basis for liability.

17           22. Discovery may reveal additional facts that support affirmative defenses  
18 presently available but unknown to CoreCivic. Accordingly, CoreCivic intends to rely on  
19 other defenses as they become apparent or available during discovery proceedings or which  
20 may be raised by separate motion as permitted by the Federal Rules of Civil Procedure,  
21 including but not limited to the defenses set forth in Rule 8(c) and 12. Although CoreCivic  
22 does not presently have facts in support of the following defenses, it wishes to assert the  
23 following defenses should subsequent discovery reveal they are appropriate: estoppel,  
24 fraud, illegality, release, res judicata, and waiver.

25           23. CoreCivic reserves the right to amend its Answer to Plaintiff's First Amended  
26 Complaint to assert additional defenses, withdraw defenses, and/or add counterclaims as  
27 may become necessary after reasonable opportunity, or discovery has occurred, up to and  
28 including trial in this matter.

WHEREFORE, CoreCivic requests the following relief:

1. Dismissal of Plaintiffs' First Amended Complaint, with prejudice, with Plaintiff taking nothing.
2. Judgment in favor of CoreCivic and against Plaintiff.
3. That CoreCivic be awarded costs and reasonable attorney's fees incurred.
4. Such other relief the Court deems just and proper.

**DEMAND FOR JURY TRIAL**

CoreCivic demands a jury trial on all triable issues.

DATED this 26th day of August, 2024.

STRUCK LOVE BOJANOWSKI & ACEDO, PLC

By /s/ Dana M. Keene

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Dana M. Keene  
Courtney Lacaillade  
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*Attorneys for Defendant CoreCivic*

**CERTIFICATE OF SERVICE**

I hereby certify that on the 26th of August, 2024, I electronically transmitted the attached document to the Clerk's Office using the CM/ECF System for filing and transmittal of a Notice of Electronic Filing to the following CM/ECF registrants:

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